

technologically contaminated plots of land where it is impossible to collect organic products, and peoples presence on these land areas is harmful to their health.

According to Article 10 of the Law of Ukraine "On Land Reclamation" Land Development - is set of hydraulic, chemical, agricultural, other ameliorative measures taken to regulate water, heat, air and soil nutrient regime, preserve and increase their fertility and ecologically balanced formation of rational structure of land.

To sum up, environmental protection – is one of the main duties of every citizen. Citizens should take into consideration the environmental issues while exercising their land rights. We should protect and recover our environment in order to survive.

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## **THE LEASE OF LAND: CONSIDERATION OF THE UKRAINIAN LEGAL FRAMEWORK**

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### ***Relevance of the topic:***

In recent years in Ukraine the most effective instrument for creating the optimal size of the land is rent. It is the basic form of the economic and legal rights to land. It is important to determine the legal aspects of the lease of land, determine the characteristics, define existing problems. The views of scientists on this issue are not the same and legal provisions require interpretation. My coursework is based on burning problems of lease of land, where I try to show different views on this topic.

Among the rights to land in Ukraine is important right to lease land. Norms of the Land Code of Ukraine of 25 October 2001 (Art. 93) and the Civil Code of Ukraine of 16 January 2003 (Art. 792) stipulates that the relations connected with the lease of land shall be regulated by law. This means that relations on the acquisition, implementation and termination of land lease is to be regulated by laws of Ukraine as acts of higher legal force. Laws that make up the legal basis of land lease can be divided and general and special. In particular, the general laws which contain specific

rules devoted to certain aspects of rent regulation of land relations include the Constitution of Ukraine on June 28, 1996 (Art. 14), the Land Code of Ukraine, Civil Code of Ukraine, the Economic Code of Ukraine of 16 January 2003 Law of Ukraine "On Land" as amended on March 19, 1996 "On Cooperation" of July 10, 2003 p. ", " On agricultural cooperation "from July 17, 1997 " On Business Companies "from September 19, 1991 " The collective agricultural enterprise "of February 14, 1992" On Farming "from June 19, 2003 " On a personal farm "from May 15, 2003", " On Land Protection "on June 19, 2003" etc. special law aimed at regulating the characteristics of the land lease is the Law of Ukraine "On Land Lease" dated October 6, 1998 as amended on October 3, 2003 . At the same , some issues regulated land lease and other legal acts, including decrees of the President of Ukraine, the Cabinet of Ministers of Ukraine, normative legal acts of the State Committee of Ukraine for Land Resources issued on the basis and in pursuance of laws.

Analysis of normative legal acts regulating leasing land relations shows that a lease of land has signs of civil law and land law agreement. Therefore, the general provisions of the lease agreement governed by civil law, and especially the lease of land – land law. It should be noted that in accordance with Art. 9 of the Civil Code of Ukraine civil law have subsidiary character regarding the regulation of land relations and can be used only in cases where these relations are not regulated by rules of land law.

On the basis of the rules of the land, civil and agrarian law can be formulated such signs agreement to lease the land, which determine its legal nature:

1) feature of this type of leases is its subject - the land, which is an integral and key part of the environment, the main national wealth and at the same time the real estate;

2) the lease of land is not satisfied with any requirements of the tenant, but only those that meet the intended purpose leased land;

3) land lease agreement is bilateral, since each of the parties to this agreement (tenant and landlord) has rights and corresponding obligations of the other party;

4) the said contract refers to term contracts. Thus, in accordance with Art. 16 of the Law of Ukraine "On Land Lease" the lease term of the land determined by agreement, but can not exceed 50 years. At lease farmland for agricultural commodity production period of the lease of land is determined by the period of rotation core rotation in accordance with land management projects. At lease agricultural lands located within the mining lease granted for the development of oil or gas, the term of the lease of land is determined by the timing of the start of construction of wells and production facilities associated with them, or on a rented plot on its part. The term of the land lease agreement is its essential condition;

5) in accordance with Art. 15 of the Law of Ukraine "On Land Lease" integral part of the land lease agreement is an act of reception and transmission facility lease. This provision allows the current legislation include the lease of land to real contracts, as it is concluded from the transfer of land that are approved of act of acceptance-transmission;

6) the lease of land is compensated contract; so essential condition of the lease of land rent is indicating its size, indexing, forms of payment, terms, procedure of its introduction and revision and liability for its failure to pay;

7) the lease of land lessee acquires ownership and use of land. However, the literature indicates that in some cases provided by law, the tenant may exercise within certain limits defined individually and disposal of land or part of it, for example, in the case of sublease;

8) land lease agreement must be in writing and state registration in accordance with the effective legislation;

9) land lease agreement can be notarized at the request of one of the parties;

10) the said Treaty is the legal basis of a person of the right to lease land, since according to Art. 125 of the Land Code of Ukraine the right to lease land there after the conclusion of the lease and its registration. To start to use the land to establish its boundaries in nature (on ground), obtaining the document certifying the right to it, and state registration;

11) concluded in the prescribed form and registered land lease agreement is a document certifying the leased land. Thus, according to Art. 126 HCC Ukraine the right to land lease contract is issued, which is registered according to law;

12) land lease agreement concluded in accordance with the approved Standard lease land.

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### **SIMPLE PARTNERSHIP AGREEMENT**

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Under a simple partnership agreement, the parties (participants) are obliged to unite their contributions and to act jointly with the aim of receiving profit or reaching another goal.

Everything contributed into a joint venture by a participant (joint property) including monetary capitals, other property, professional and other knowledge, skills and proficiency as well as business reputation and business relations will be deemed in the participant's contribution.

The participants' contribution will be deemed equal in its value, unless otherwise results from a simple partnership agreement or actual circumstances. Property contributed by the participants, owned by them on the ownership right and produced as a result of their joint venture, and the results and profits obtained will be joint partial property of the participants, unless otherwise is stipulated by a simple partnership agreement or the law.